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CHANDIGARH ADMINISTRATION  
LABOUR DEPARTMENT

## Notification

The 28th February, 2025

**No. 499510-HII(2)-2024/3243.**—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **64/2021** dated **22.01.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between:

RAJENDER S/O LT. BUDH RAM R/O HOUSE NO.665/A, SECTOR 46, CHANDIGARH NOW RESIDING AT HOUSE NO.205, TYPE-I, PGI CAMPUS, PGIMER, SECTOR 12, CHANDIGARH-160012 (AADHAR NO.615274315). (WORKMAN)

AND

DIRECTORATE OF INFORMATION, PUBLIC RELATION AND LANGUAGES, HARYANA, SCO 200-201, NEAR ANDHARA BANK, SECTOR 17, CHANDIGARH. (MANAGEMENT)

## AWARD

1. Rajinder, workman has presented industrial dispute under Section 2A(2) of the Industrial Disputes Act, 1947 (*here-in-after in short called 'ID Act'*).

2. Briefly stated the averments of claim statement are that the applicant-workman (*here-in-after 'workman'*) was appointed as Sweeper in the month of August, 2010 on part time basis in the management department on DC rates as per Rules. The wages of the workman were paid regularly by the authorities as per DC rates fixed by the concerned authorities from time to time. The workman worked continuously in the department till 28.04.2019. The work & conduct of the workman was found satisfactory by the authorities during his entire service career. No show cause notice or charge sheet was ever issued to the workman by the authorities. The departmental authorities terminated the services of the workman on 28.04.2019 at about 5:00 PM without stating any reason, without notice and without following the due procedure. The workman repeatedly requested the authorities to apprise him the reason but no reason was given by the authorities to the workman. Thereafter, the workman repeatedly met the concerned authorities and requested them to reinstate his services along with continuity and back wages but on every occasion the workman was put off for one reason or the other. The workman was orally apprised by the authorities that new incumbent namely Swarna Devi has been

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engaged in his place. Workman requested the authorities to apprise the reason in writing, to which management refused. Workman requested the authorities that his junior and new incumbent has been retained as part time Sweeper in office, thereafter termination of his services is illegal and against the rules but the management-department paid no heed. Last paid monthly salary of workman was ₹ 6,280/-. The management has not followed the provisions of the ID Act, while terminating the services of the workman, as such action of the management is highly illegal, arbitrary and against the law. To the information of the workman, the services of the junior persons have been retained but the name of the workman has not been considered by the concerned authorities, as such action of the authorities is highly illegal and arbitrary. It is further averred that workman belongs to schedule caste (SC) category and has no source of income. At the time of termination of the services of the workman, the authorities have not considered the Swach Bharat Scheme, initiated by the Hon'ble Prime Minister of India. Workman raised demand notice dated 10.10.2019. No action was taken by the Labour & Reconciliation Officer, U.T. Chandigarh and the management-department, therefore workman submitted a reminder on 26.11.2019 through registered post. Management filed a reply before the Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh and admitted the fact that workman was appointed in August, 2010 on the post of Sweeper but stated that workman did not turn-up on 28.04.2019. Workman submitted replication, wherein he reiterated the contents of demand notice. The conciliation proceedings before the Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh failed vide his failure report bearing Memo dated 20.11.2019. The workman requested the Assistant Labour Commissioner-cum-Conciliation Officer to fix further date for conciliation proceedings but the conciliation proceedings closed vide failure report of the Assistant Labour Commissioner-cum-Conciliation Officer vide Memo No.3169 dated 03.09.2020. The workman is a 'workman' as defined under the ID Act. Prayer is made that workman may be reinstated with continuity of service along with entire wages and other benefits may be released to the workman along with interest @ 18% per annum in the interest of justice and equity. Statement of claim is supported with sworn-in-affidavit of the workman.

3. On notice, the management contested the claim statement by filing written statement on 29.01.2024. In the written statement filed by Shri Vivek Kalia, HCS, Additional Director, Information, Public Relations & Languages Department, Haryana, Chandigarh. Preliminary submissions are made to the effect that the present claim statement has been filed by the workman for reinstatement of the applicant-claimant (*here-in-after 'workman'*) with continuity of service along with back wages and other benefits with interest @ 18% per annum. The claim statement is not maintainable in the present form, as the workman has concealed the true and material facts from this Court. The workman was appointed as a part time Sweeper for four hours per day in August, 2010 at Chandigarh DC's Rates. The workman has not approached before this Court with clean hands and the claim statement is liable to be dismissed on the ground alone. The services of the workman were never terminated by the management. On the other hand, the workman himself informed the respondent (*here-in-after 'management'*) that his health is not well and he cannot work when he was directed to report at Information & Public Relations Department, Haryana, on account of making the Cultural Branch, a separate department. The said workman did not present himself to his duty and no work was done by him after 28.04.2019. The claim statement has been filed at a belated stage. Thus, barred by the limitation period.

4. Further on merits, it is stated that it is a matter of record that workman was appointed as Sweeper in the month of August, 2010 on part time basis in the management on DC's Rates. It is further stated that the workman was appointed for four per day as a part time Sweeper in August, 2010 at Chandigarh DC's Rates (sanction renewed after every six months basis) and the wages were paid accordingly to the workman. The workman was initially appointed to work as part-time Sweeper in the Cultural Branch of Information, Public Relations & Languages Department, Haryana. The workman told the management that his health is not well, when he was directed to report at Information & Public Relations Department, Haryana on account of making of the Cultural Branch, a separate Department. Thereafter, the workman did not present himself to his duty and no work was done by him after 28.04.2019, so the management paid his wages till 28.04.2019.

No other workman has been appointed in the place of the workman. The new incumbent namely Swarano Devi as alleged by the workman, was not appointed in place of the workman. However, the said workman, Smt. Swarano Devi was already working in the management-department from 16.03.2019 onwards i.e. prior to the date from when the workman did not present himself in the answering management-department. The workman was being paid ₹ 6,820/- per month in April, 2019. However, the workman worked in the Department of the management till 28.04.2019, therefore, he was paid ₹ 6,365/- for his work in the month of April, 2019. No other employee has been engaged by the management against the workman. The raising of demand notice dated 10.10.2019, issuance of reminder dated 26.11.2019 and failure of conciliation proceedings is a matter of record. The management filed reply before the Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh vide No.IPRDH(Estt.09)/2019/1554 dated 03.02.2020. Further similar stand is taken as taken in the preliminary submissions. Rest of the averments of claim statement are denied as wrong except para 17 which is denied for want of knowledge.

5. The workman filed replication to the written statement wherein the contents of written statement wrong except the admitted facts are denied as wrong and averments of the statement of claim are reiterated.

6. From the pleadings of the parties, following issues were framed vide order dated 26.02.2024 :-

1. Whether the termination of the services of workman is illegal ? If so, to what effect and what relief he is entitled to ? OPW
2. Whether the claim statement is not maintainable ? OPM
3. Whether the claim statement is barred by limitation ? OPM
4. Relief.

7. In evidence, the workman examined Naveen - Clerk, Office of Directorate of Information, Public Relations & Languages, Sector 17, Chandigarh, who tendered into evidence record of the workman bearing internal page No.149 to 253 vide **Exhibit 'AW1/A'**.

8. Workman examined AW2 Lakshay - Clerk, Office of Directorate of Information, Public Relations & Languages, Sector 17, Chandigarh who tendered documents Exhibit 'AW2/1' to Exhibit 'AW2/6'.

**Exhibit 'AW2/1'** is photocopy of demand notice dated 10.10.2019 raised by the workman.

**Exhibit 'AW2/2'** is reminder dated 26.11.2019.

**Exhibit 'AW2/3'** is reply dated 03.02.2020 to the demand notice.

**Exhibit 'AW2/4'** is notice memo No.4807 dated 20.11.2019 issued to the management by Assistant Labour Commissioner-cum-Conciliation Officer, U.T, Chandigarh in the matter of demand notice raised by the workman.

**Exhibit 'AW2/5'** is failure report Memo No.3169 dated 03.09.2020 of Assistant Labour Commissioner-cum-Conciliation Officer, U.T, Chandigarh.

**Exhibit 'AW2/6'** is another failure report bearing Endorsement No.3171 dated 03.09.2020 of Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh.

9. Workman Rajinder examined himself as AW3 who tendered his affidavit Exhibit 'AW3/A' along with copy of letter dated 01.03.2021 issued by the workman to Assistant Labour Commissioner-cum-Conciliation Officer, Sector 30-B, Chandigarh vide Exhibit 'AW3/1'.

10. On 06.11.2024, the workman closed his evidence in affirmative.



11. On the other hand, management examined MW1 Rajinder Bhardwaj - Additional Administrative Officer, Information, Public Relations & Languages Department, Haryana Chandigarh, who tendered his affidavit **Exhibit 'MW1/A'** along with documents Exhibit 'M1' & Exhibit 'M2'.

**Exhibit 'M1'** is authority letter dated 24.12.2024 issued by Deputy Director (Estt.) for Director General, Information, Public Relations and Languages Department, Haryana, Chandigarh in favour of Rajinder Bhardwaj.

**Exhibit 'M2'** is copy of reply bearing No.IPRDS(Estt-9)/2019/1554 dated 03.02.2020 to the notice under Section 2A filed by the Director to Assistant Labour Commissioner-cum-Conciliation Officer, U.T., Chandigarh.

12. On 07.01.2025 Learned Government Pleader for the management closed oral evidence and on 17.01.2025 closed documentary evidence.

13. I have heard the arguments of Learned Representative for the workman and Learned Government Pleader for the management and perused the judicial file. My issue-wise finding are as below :-

**Issues No. 1 & 2 :**

14. Both these issues are taken up together being inter connected and in order to avoid repetition of discussion.

15. Onus to prove issue No.1 is on the workman and onus to prove issue No.2 is on the management.

16. To prove the claim statement workman Rajinder examined himself as AW3 and vide his affidavit Exhibit 'AW3/A' deposed the averments of claim statement in toto, which are not reproduced here for sake of brevity. AW3 supported his oral version with the document Exhibit 'AW3/1'. To prove his service record workman examined AW1 Naveen Kumar, who tendered the photocopy of service record of the workman vide Exhibit 'AW1/1' and deposed that it is true and correct as per original.

17. In support of his plea that on termination of services, workman raised industrial dispute by issuing demand notice of which conciliation proceedings were held before the Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh and which were failed, Learned Representative for the workman referred testimony of AW2 Lakshay, who tendered documents Exhibit 'AW2/1' to Exhibit 'AW2/6'.

18. On the other hand, to rebut the claim of the workman, Learned Government Pleader referred the testimony of MW1 Rajinder Bhardwaj, who vide his affidavit Exhibit 'MW1/A' deposed that he is presently posted at the management's department and working as Additional Administrative Officer, Information & Public Relations & Languages Department, Haryana. He has been authorised by the Competent Authority to depose and give evidence on behalf of the management. The authority letter is Exhibit 'M1'. MW1 in his remaining testimony deposed that entire contents of written statement which are not reproduced here to avoid repetition. MW1 supported his oral version with documents Exhibit 'M2'.

19. In the claim statement, workman has alleged that he was appointed as part time Sweeper by the management in August, 2010 at DC rates of U.T. Chandigarh. On the other hand, the management has not disputed the fact that the workman was engaged as part time Sweeper in August, 2010 by the management at DC rates. But the management has taken the plea that the workman was appointed for 4 hours duty per day and was paid accordingly as per DC Rates. The management's plea that workman was engaged for 4 hours daily per day is not disputed by the workman in cross-examination of MW1. In this regard MW1 when put to cross-examination by the workman admitted as correct that workman was appointed as part-time Sweeper for 4 hours a day in August, 2010 at DC rates. It is also not disputed by the workman that his sanction was renewed after expiry of six months basis from time to time. In this regard MW1 in his cross-examination admitted the suggestion as correct that management had taken the sanction from the higher Authorities as per

law from time to time. MW1 further stated that last sanction was taken from the higher Authorities for the period w.e.f. 01.04.2019 to 28.04.2019 and copy of the same is part of Exhibit 'AW1/1'.

20. Learned Representative for the workman argued that from the date of appointment i.e. August, 2010 till 28.04.2019, the workman has continuously worked with the management, thus fulfills the requirement of Section 25B of the ID Act. To support his argument Learned Representative for the workman referred cross-examination of MW1 wherein he admitted as correct that workman worked up to 28.04.2019 continuously during the period he was engaged. Learned Representative for the workman further argued that once the workman fulfils the requirement of Section 25B of the ID Act, it is mandatory for the management to comply with the provisions of Section 25F of the ID Act before termination of the services of the workman. It is further argued by Learned Representative for the workman that in this case the management has terminated the services of the workman without issuing any prior notice or without payment of notice pay in lieu of notice period, without payment of retrenchment compensation at the time of termination of service without issuing any show cause notice. If for the sake of arguments, it is assumed that workman did not turn up on duty after 28.04.2019, then also it was required for the management to issue him notice, requiring him to rejoin duty but no such action is taken by the management. To support his arguments, Learned Representative for the workman referred cross-examination of MW1, wherein he admitted as correct that management has not issued any notice to the workman after 28.04.2019. MW1 denied the suggestion as wrong that services of the workman are wrongfully terminated on 28.04.2019 by the management without issuing any show cause notice. MW1 in his cross-examination further stated that as per office noting dated 03.06.2019, it was mentioned that workman (mentioned at Sr. No.5) due to illness and family circumstances refused to perform duty. Copy of noting is Exhibit 'MX'. MW1 admitted as correct that after noting Exhibit 'MX', the management did not issue any show cause notice / notice to the workman. Learned Representative for the management by referring the above version of MW1 against the termination of service of the workman is illegal being violative of Section 25F of the ID Act. It is further argued by Learned Representative for the workman that Smt. Swarna was engaged as part time Sweeper on 28.05.2019 against the post on which the workman was previously working which is violation of Section 25H of the ID Act. It is further argued by Learned Representative for the workman that even part-time worker falls within the definition of 'workman' as defined under Section 2(s) of the ID Act and provisions of Section 25B of the ID Act is applicable to him. To support his arguments Learned Representative for the workman referred the judgment dated April 11, 2011 of Hon'ble Supreme Court of India (Single Bench) in **Civil Appeal No.3190 of 2011 (Arising out of Special Leave Petition No.12187 of 2009)** titled as **Devinder Singh Versus Municipal Council, Sanaur** wherein Hon'ble Supreme Court in para 14 & 15 has held as below :-

*"14. It is apposite to observe that the definition of workman also does not make any distinction between full time and part time employee or a person appointed on contract basis. There is nothing in the plain language of Section 2(s) from which it can be inferred that only a person employed on regular basis or a person employed for doing whole time job is a workman and the one employed on temporary, part time or contract basis on fixed wages or a casual employee or for doing duty for fixed hours is not a workman.*

*15. Whenever an employer challenges the maintainability of - industrial dispute on the ground that the employee is not a workman within the meaning of Section 2(s) of the Act, what the Labour Court/Industrial Tribunal is required to consider is whether the person is employed in an industry for hire or reward for doing manual, unskilled, skilled, operational, technical or clerical work in an industry. Once the test of employment for hire or reward for doing the specified type of work is satisfied, the employee would fall within the definition of 'workman'."*

21. Learned Representative for the workman also referred judgment dated 26.07.2024 of Hon'ble High Court of Punjab & Haryana at Chandigarh in **LPA No.1892-2019 (O&M) and Connected Cases** titled as **State of Haryana & Others Versus Jai Bhagwan**, wherein reference of judgment in **Secretary State of Karnataka & Others Versus Uma Devi & Others (2006) 4 SC 1** is made in para 17 which is reproduced as below :-

*"17. About two decades back, a Constitution Bench in Secretary, State of Karnataka and others Vs. Uma Devi and other (2006) 4 SCC 1 deprecated practice of appointment of employees on part-time, daily wages or contract basis. The Court permitted to appoint employees on contract basis in case of exigencies whereas this Court is inundated with cases of part-time, daily wages and contractual employees. The State instead of making appointment on regular basis has adopted practice of making appointments on part-time or contract basis. On account of mass unemployment, the people are ready to work for a small amount and on part-time or contract basis. The State is a model employer and is not expected to exploit its citizen. Paying a small amount and depriving people from regular employment is nothing more than exploitation. India is a welfare and socialist State. The foundation on which our Constitution rests is equality of status and of opportunity. Making appointment on part time or contract basis amounts to violation of object of 'social and economic justice' as well as 'equality of status and opportunity' enshrined in the preamble of our Constitution. This Court is of the considered opinion that State should amend its policy to make appointments on contract or par-time basis."*

22. On the other hand, Learned Government Pleader for the management referred cross-examination of AW1 Naveen Kumar, wherein he stated that as per record produced by him, the workman was never appointed or terminated by the management and the workman was engaged temporarily on daily wage as per time worker from time to time. AW1 admitted the suggestion as correct that workman is not entitled for any claim. Similar is the version of MW2 Lakshay in his cross-examination. Learned Government Pleader for the management argued that since workman was a part time worker and the Rule to issue show-cause notice is not applicable to him. To support his argument Learned Government Pleader referred cross-examination of MW1 wherein he voluntarily stated that workman was a part time worker and the Rule to issue show-cause notice is not applicable to him. It is further argued by Learned Government Pleader that in view of the fact that workman was engaged for performing part time duty of 4 hours daily, therefore, neither the provisions of Section 25B nor Section 25F of the ID Act is applicable to him, as there is a basic difference between a person who is engaged on part time basis for one hour or few hours and one who is engaged as a daily wager on regular basis. In the present case, the workman worked for 4 hours daily. The question of having worked more than 240 days in the year preceding the alleged termination does not arises. To support his argument Learned Representative for the Government Pleader referred the Judgment of Division Bench of Hon'ble Supreme Court reported in **2008(1) SCT 273** titled as **Uttaranchal Forest Hospital Trust Versus Dinesh Kumar**. Para 7 to 9 of the Judgment are reproduced as below :-

*"7. The basic difference between a person who is engaged on a part-time basis for one hour or few hours and one who is engaged as a daily wager on regular basis has not been kept in view either by the Labour Court or by the High Court. The documents filed clearly establish that the claim of having worked more than 240 days is clearly belied."*

*8. The stand of the appellant that the respondent was called for work whenever work was available, and as and when required and that he was not called for doing any work when the same was not available has been established. The Labour Court itself noted that the workman was engaged in work by others as he was working in the appellants'*

*establishment for one hour or little more on some days. It is also seen from the documents produced before the Labour Court that whenever respondent was working for full period of work he was being paid Rs.35/- per day and on other days when he worked for one hour he was getting Rs.5/-.*

9. *In the aforesaid position, the inevitable conclusion is that the Labour Court and the High Court were not justified in directing the reinstatement with partial back wages."*

23. The law laid down in the Judgments referred by Learned Representative for the workman in **Civil Appeal No.3190 of 2011** and in **LPA No.1892-2019 (supra)** is well recognised by this Court. The ratio of the rulings in **Civil Appeal No.3190 of 2011** and **LPA No.1892-2019** is not applicable to the facts of the present case. The judgment of Division Bench of Hon'ble Supreme Court in **2008(1) SCT 273 (supra)** referred by Learned Government Pleader shall prevail over the Judgment of Single Bench of Hon'ble Supreme Court of India in CA No.3190 of 2011.

24. Accordingly, in view of the findings of Hon'ble Supreme Court of India in **2008(1) SCT 273 (supra)**, the workman is not 'workman' as defined under Section 2(s) of the ID Act. Since the workman was performing 4 hours duty per day, as part time worker, thus the provisions of Section 25B and Section 25F are not applicable to him. Furthermore, Learned Representative for the workman failed to controvert the fact that Swarano was engaged as part time Sweeper much prior to alleged termination of services of the workman. In this regard MW1 in his cross-examination stated that Smt. Swarano was initially engaged as part time Sweeper on 16.03.2019, who is still in service. The case of the workman is that his service terminated on 28.05.2019. Thus, no violation of Section 25H of the ID Act is proved.

25. In view of the discussion made above, the claim is not maintainable.

26. Accordingly, issue No.1 is decided against the workman and in favour of the management. Issue No.2 is decided in favour of the management and against the workman.

**Issue No. 3 :**

27. Onus to prove this issue is on the management.

28. This issue has not been pressed during the course of arguments.

29. Accordingly, this issue is decided against the management and in favour of the workman.

**Relief :**

30. In the view of foregoing findings on the issues No. 1 & 2 above, this industrial dispute is declined. Appropriate Government be informed. File be consigned to the record room.

(Sd.) . . . ,

(JAGDEEP KAUR VIRK),

PRESIDING OFFICER,

Industrial Tribunal & Labour Court,

Union Territory, Chandigarh.

UID No. PB0152.

Dated : 22.01.2025



CHANDIGARH ADMINISTRATION  
LABOUR DEPARTMENT

**Notification**

The 28th February, 2025

**No. 499541-HII(2)-2024/3245.**—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **43/2022** dated **15.01.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

MUNTAZIM HAIDER S/O IMTIAZ HUSSAIN, AGED 54 YEARS, R/O HOUSE NO. 268, VICTORIA ENCLAVE, BHABAT, ZIRAKPUR, TEHSIL DERA BASSI, DISTRICT S.A.S. NAGAR (MOHALI), PUNJAB - 140603. (WORKMAN)

AND

BHUSHAN POWER & STEEL LIMITED (THROUGH ITS FACTORY MANAGER), ADDRESS: PLOT NO. 71, INDUSTRIAL AREA, PHASE -1, CHADNIGARH. (MANAGEMENT)

**AWARD**

1. Muntazim Haider, workman has presented industrial dispute under Section 2A(2) of the Industrial Disputes Act, 1947 (*here-in-after in short called 'ID Act'*).

2. Briefly stated the averments of claim statement are that workman-applicant (*here-in-after 'workman'*) joined with the Bhushan Power & Steel Limited (*here-in-after 'management'*) in the year 1988. The workman withdrawn the gratuity in December, 2016. Workman's fresh date of joining is 01.02.2017. Workman was assigned work of data preparation with respect to raw material and production of 'cut to length' operation of the management-factory / company. The workman daily reported and submitted the data with the Assistant General Manager. The workman was not assigned any managerial or administrative work. In the first week of October, 2021, the health of workman deteriorated with complete symptoms of COVID-19 disease. The workman got his treatment from ESIC Hospital, where he was advised bed rest for 7 days from 06.10.2021 to 13.10.2021. The workman again visited on 14.10.2021 and his bed rest was extended for 7 days till 21.10.2021 and then extended for 10 days till 31.10.2021. The health condition of workman was not good and he was not able to join his duty. Workman's treatment continued and his bed rest was extended till 09.11.2021. The workman regularly updated and informed the management about his health. The workman was also suffering from fistula. Due to pain he visited ESI Hospital on 13.11.2021. The Doctor recommended surgery and advised not to sit for long period and not to travel. The ESI due to pre-occupied schedule asked that the workman to wait for 2 months. Due to urgency to join duties, the workman got the surgery done from Amcare Pvt. Hospital at Zirakpur. Meanwhile, the management was continuously issuing transfer letter to the workman to reach BPSL, Odisha. Workman due to ill-health was not in a position to travel to Odisha. Hence, workman kept requesting the management for some time to get his health improved. Now the workman is fit to join duty. Workman wrote e-mails to the management to allow him to join duty but there is no reply from management side. The workman even approached the factory premises but he was returned back by the Security Guards. Workman never refused to join Odisha Plant but due to ill health he could not join Odisha Plant and the workman timely informed the management about the same. Now the management has stopped communication with the workman and not allowing him to join duty and to enter the factory premises to seek further instruction to join at Odisha Plant. The workman has completed 240 days in 12 calendar months preceding his illegal termination. Workman submitted demand notice to the management and before Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh. The conciliation proceedings



failed. The Conciliation Officer vide letter Memo No.1561 dated 06.07.2022 advised the workman to refer Section 2A of the ID Act. Accordingly, this claim. Prayer is made that letter dated 29.11.2021 of full & final settlement may be declared as illegal and the workman may be ordered to be allowed to join his duty at Chandigarh Plant or Odisha Plant with immediate effect with all the service benefits including back wages and continuity of service from the date of illegal termination.

3. Management contested the claim statement by filing written statement on 12.12.2022 (filed on 14.12.2022) wherein preliminary objections are raised on the ground that applicant-claimant (*here-in-after 'workman'*) is not classified as 'workman' under Section 2(s) of the ID Act. Workman is working in the managerial capacity as Production Manager in the industrial unit of the management. Since the workman was working in the managerial capacity, therefore completion of 240 days in previous 12 calendar months does not arise. When the office circular dated 07.09.2021 was served upon the workman, whereby the workman was transferred to Odisha office at BPSL, Sambalpur, Odisha Plant along with other employees to join duty on or before 17.09.2021. The workman stopped coming to the office without any further intimation nor joined his duty at Odisha Plant vide e-mail dated 18.10.2021, the workman was intimated that he has failed to abide by the instruction / order dated 07.09.2021 and also not returned article provided by the Company. Further the workman was asked to join / report to HR Department at Sambalpur Odisha on or before 21.10.2021, otherwise the management would take required disciplinary action against him. The management has placed on record hard copy of e-mail dated 18.10.2021 sent from Manish Sharda (Id. No. *manish.sharda@jswbpsl.in* to workman on his e-mail id No. *muntazim.haider@jswbpsl.in*. No reply was received by the management to e-mail dated 18.10.2021 from the workman. The management again wrote letter dated 28.10.2021, whereby the workman was again directed to report at Odisha office on or before 31.10.2021. The workman replied to this letter dated 28.10.2021 vide his letter dated 29.10.2021. Workman apprised the management that he is not keeping well and gave assurance that he would join his duties at Odisha office in next 10-15 days. The management on his request gave him 15 days' time to join duty at Odisha Office. However, the workman still did not join his duties at Odisha Office after 15 days as requested, therefore, management proceeded to settle his account. In pursuance to this management again gave him another opportunity vide letter dated 29.11.2021 and intimated the workman that management was processing his full & final settlement and he was asked to give back possession of company's vehicle, otherwise ₹ 1,000/- per day would be debited from his account for non-compliance. The workman failed to respond back to said letter. Thus, it is clear from the conduct of the workman that in order to avoid his posting to Odisha plant, he has stopped responding back to Chandigarh plant. Thus, management gave him show cause notice on 09.12.2021, as to why his services should not be terminating due to non-compliance of orders to join Odisha Plant within the stipulated time. The workman failed to submit his reply to show cause notice dated 09.12.2021. Thus, left with no other option, the management terminated the services of the workman vide order dated 23.12.2021. Full & final payment of ₹ 28,122/- was settled by the management on 29.01.2022 on these grounds the present claim statement filed by the workman is nothing but an abuse of the process of law and the claim statement is liable to be dismissed with heavy cost.

4. In para-wise reply, it is submitted that workman joined the services with the management on 01.12.2017 as Production Manager on the pay scale of ₹ 25,264/-. The workman was working as Manager Production and was handling work of data preparation with respect to raw material and managing the production of "cut to length", operation of management. The workman was working in the managerial capacity with the management. Even on attendance sheet and salary receipt of management he marked his presence as Manager. The fact regarding health of workman is denied for want of knowledge. The workman was absent from his duties at Chandigarh plant without any intimation or notice to the management. The workman may be put to strict proof of any intimation or notice to the management for his absence from duties. The workman is not entitled to claim benefits of ESIC hospital as his basic salary is more than ₹ 21,000/-. The workman has misused the Government services illegally for his benefits without disclosing that he is not entitled to the same. Again, the transfer order dated 07.09.2021 and subsequent reminders dated 18.10.2021 and 28.10.2021, the workman did not join the Odisha office and disobeyed the orders. Workman has stated that he has responded

back to the management vide his different letters but no such letter has ever been received by the management except the letter dated 29.10.2021. These letters are clearly afterthought and have been annexed with the claim statement to fulfil lacuna. The workman may be put to strict proof towards the delivery of such letters sent by him to the management at Chandigarh. Services of the workman were dispensed with w.e.f. 23.12.2021 but he has been paid his dues on 29.01.2022 in Bank Account No.5010040492320, HDFC Bank Limited as full & final payment. The management has dispensed with the services of the workman, he is not entitled to join back his duties after his absence of almost 3 months (September to December) and flouting the orders of his transfer to Odisha Office. The workman was rightly returned back by the Security Guards of the management. Workman dis-obeyed the orders of management whereby his services were transferred to their Odisha Plant. Since management is the best judge of the requirements / the employees at which place the workman did not join his duties at Odisha office. Management give him ample opportunities to join his duties at Odisha but on the pretext of his ill-health, the workman avoided his transfer orders. From the conduct of the workman, it is clear that he did not want to join Odisha plant where he was transferred vide circular dated 07.09.2021. Now the workman is trying to make excuse by submitting the medical prescription along with this claim statement before this Tribunal to gain unlawfully. Further similar stand is taken as taken in the preliminary objections. Rest of the averments of claim statement are denied as wrong except para 9 which is replied in a formal manner. Prayer is made that the claim petition may be dismissed with heavy cost being an abuse of the process of law.

5. The workman filed rejoinder, wherein the contents of written statement are denied as wrong and averments of claim statement are reiterated. It is specifically alleged that e-mail id. is forged and fabricated. The workman is neither in knowledge of any such e-mail id. nor workman is aware of using e-mail id. The only e-mail id. of the workman is *muntazim.haider68@gmail*. The management itself has created the above id. without any information or knowledge of the workman.

6. From the pleadings of the parties, following issues were framed vide order dated 20.02.2023 :-

1. Whether the termination of the workman is illegal ? If proved in affirmative, whether the workman is entitled to reinstatement with continuity of service, full back wages and all other consequential benefits, as prayed for ? OPW
2. Whether claimant-workman does not fall within the definition of the 'workman' as defined in Section 2(s) of the Industrial Disputes Act, 1947 ? OPM
3. Relief.

7. In evidence, the workman Muntazim Haider examined himself as AW1 and tendered his affidavit Exhibit 'AW1/A' along with documents Exhibit 'W1' to Exhibit 'W5', Exhibit 'W5/1', Exhibit 'W6' & Exhibit 'W7' and Mark 'A' & Mark 'B'.

**Exhibit 'W1'** (colly.) is original OPD Casesheet Summary dated 06.10.2021 along with prescription of ESI Model Hospital, Ram Darbar, Phase - II, Chandigarh, OPD Casesheet Summary dated 14.10.2021 along with prescription dated 31.10.2021 of ESI Model Hospital, Ram Darbar, Phase-II, Chandigarh, OPD Prescription dated 13.11.2021, OPD card dated 16.11.2021 of Amcare Hospital, Zirakpur.

**Exhibit 'W2'** is original of transfer order communication dated 28.10.2021.

**Exhibit 'W3'** is reply dated 29.10.2021 to the transfer order dated 28.10.2021.

**Exhibit 'W3/1'** is original postal receipt dated 30.10.2021.

**Exhibit 'W4'** is transfer order communication dated 29.11.2021.

**Exhibit 'W5'** is hardcopy of emails dated 06.12.2021, 30.12.2021, 07.02.2021, 04.12.2021, 12.01.2022, 07.02.2022

**Exhibit 'W5/1'** is certificate under Section 65-B of Indian Evidence Act.

**Exhibit 'W6'** is demand notice dated Nil.

**Exhibit 'W7'** is failure report bearing Memo No.1561 dated 06.07.2022 of Assistant Labour Commissioner, U.T, Chandigarh.

**Mark 'A'** is copy of follow up dated 21.10.2021 of ESI Chandigarh.

**Mark 'B'** is copy of transfer circular dated 07.09.2021.

8. The workman examined AW2 Avtar Singh, Head of Department, Billing, Amcare Hospital, VIP Road, Zirakpur, who brought on record attested copies of summoned record Exhibit 'AW2/1' & Exhibit 'AW2/2'.

**Exhibit 'AW2/1'** (colly) is discharge summary of patient Muntazim Haider bearing date of admission 17.11.2021 and date of discharge 20.11.2021 accompanied with investigation flow chart of the above period, consisting of Page No.1 to 37 (page No.37 is on the reverse side of photocopy of summon issued by this Court),

**Exhibit 'AW2/2'** is final bill invoice No. IPB/21-22/0002087 dated 20.11.2021.

9. The workman examined AW3 Dr. Snirudh Patial, CMO, ESIC, Ram Darbar, Chandigarh, who brought on record attested copies of summoned record Exhibit 'W3/1' & Exhibit 'W3/13'.

**Exhibit 'W3/1' to Exhibit 'W3/12'** are Out Patient Prescription dated 04.03.2021, 27.04.2021, 10.05.2021, 15.05.2021, 07.06.2021, 10.07.2021, 04.08.2021, 13.09.2021, 06.10.2021, 14.10.2021, 31.10.2021, 13.11.2021 respectively.

**Exhibit 'W3/13'** is Out Patient Prescription dated 13.11.2021 of General Surgery Department.

10. On 09.08.2024 Learned Representative for the workman closed evidence in affirmative.

11. On the other hand, the management examined MW1 Manish Sharda - Senior Manager (HR), Bhushan Power & Steel Limited, Chandigarh, who tendered his affidavit Exhibit 'MW1/A' and tendered into evidence copies of documents Exhibit 'M1', Exhibit 'M2', Exhibit 'M2/1', Exhibit 'M3' to Exhibit 'M7'.

**Exhibit 'M1'** is appointment order dated 01.02.2017.

**Exhibit 'M2'** is hardcopy of e-mail dated 18.10.2021

**Exhibit 'M2/1'** is certificate under Section 65-B of Indian Evidence Act.

**Exhibit 'M3' & Exhibit 'M4'** is transfer orders dated 28.10.2021 and 29.11.2021 of workman respectively.

**Exhibit 'M5'** is show-cause notice dated 09.12.2021 issued by the management against the workman.

**Exhibit 'M6'** is termination letter dated 23.12.2021.

**Exhibit 'M7'** is company account statement for the period 29.01.2022 to 29.01.2022 of account Number 0574002100051858.

12. Management examined MW2 Rajiv Kumar - Accounts Officer, Bhushan Power & Steel Limited, Chandigarh who has tendered his affidavit Exhibit 'MW2/A' along with copies of documents Exhibit 'M2/1' to Exhibit 'MW2/2'.

**Exhibit 'M2/1'** is detail of payment of leave encashment made to the Muntazim Haider for the period 01.12.2021 to 31.12.2021.



**Exhibit 'M2/2'** is salary slip of Muntazim Haider for the month of September 2021.

13. On 10.12.2024, Learned Representative for the management closed oral evidence and on 07.01.2025 closed documentary evidence.

14. I have heard the arguments of Learned Representatives for the parties and perused the judicial file. My issue-wise finding are as below :-

**Issues No. 1 & 2 :**

15. Both these issues are taken up together being interconnected and in order to avoid repetition of discussion.

16. Onus to prove both these issues is on the workman.

17. Under these issues the workman Muntazim Haider examined himself as AW1 and vide his affidavit Exhibit 'AW1/A' deposed the averments of claim statement in toto, which are not reproduced here for sake of brevity. AW1 supported his oral version with the documents Exhibit 'W1' to Exhibit 'W7'.

18. To support the plea that workman has undergone surgery for 'fistula' from Amcare Hospital, Zirakpur, Learned Representative for the workman referred testimony of AW2 Avtar Singh - Head of Department, Billing, Amcare Hospital, who deposed that he has brought the attested copies of summoned record. Discharge summary of patient Muntazim Haider bearing date of admission 17.11.2021 and date of discharge 20.11.2021 accompanied with investigation flow chart of the above period is Exhibit 'AW2/1' (colly) consisting of Page No.1 to 37 (page No.37 is on the reverse side of photocopy of summon issued by this Court) and final bill invoice No. IPB/21-22/0002087 dated 20.11.2021 is Exhibit 'AW2/2'.

19. In order to support his plea that workman remained under treatment from ESI Hospital, Chandigarh for the period w.e.f. 06.10.2021 to 13.11.2021 Learned Representative for the workman referred testimony of AW3 Dr. Snirudh Patial, CMO, ESIC, Ram Darbar, Chandigarh, who deposed that he has brought the attested copies of summoned record. Out Patient Prescription dated 04.03.2021, 27.04.2021, 10.05.2021, 15.05.2021, 07.06.2021, 10.07.2021, 04.08.2021, 13.09.2021, 06.10.2021, 14.10.2021, 31.10.2021, 13.11.2021 is Exhibit 'W3/1' to Exhibit 'W3/12' respectively along with Out Patient Prescription dated 13.11.2021 of General Surgery Department is Exhibit 'W3/13'.

20. On the other hand, Learned Representative for the management referred testimony of MW1 Manish Sharda - Senior Manager (HR), Bhushan Power & Steel Limited, Chandigarh who vide his affidavit Exhibit 'MW1/A' deposed that the entire material contents of the written statement, which are not reproduced in order to avoid repetition. MW1 supported his oral version with documents Exhibit 'M1' to Exhibit 'M7'.

21. To prove the payment of full & final dues to the workman, Learned Representative for the management referred testimony of MW2 Rajiv Kumar - Accounts Officer in Bhushan Power & Steel Limited, Industrial Area, Phase - I, Chandigarh, who vide his affidavit Exhibit 'MW2/A' deposed that the applicant (*here-in-after 'workman'*) was working in the managerial / supervisory capacity as Production Manager in the industrial unit of the respondent (*here-in-after 'management'*) and his last drawn salary was ₹ 43,026/-. The management terminated the services of the workman vide order dated 23.12.2021 and he was paid total amount of ₹ 28,122/- as full & payment on 29.01.2022. Now when his services have been dispensed with by clearing all his duties, the workman has filed this claim petition (*here-in 'claim statement'*) before this Tribunal to gain unlawfully. The workman was working in the managerial capacity with the management which is also clear from the attendance sheets and salary receipts of the management where he marks his presence as a 'Manager'. MW2 supported his oral version with documents Exhibit 'MW2/1' & Exhibit 'MW2/2'.

22. From the oral as well as documentary evidence led by the parties, it comes out that it is own case of the workman that first he joined service with the management in the year 1988 and then left the same and taken gratuity in December, 2016. The workman rejoined the management on 01.02.2017. The services of the workman were dispensed with w.e.f. 23.12.2021 and his full & final dues were paid on 29.01.2022 in his bank account No.5010040492320 maintained in HDFC Bank Limited.

23. It is argued by the Learned Representative for the workman that workman is covered within the definition of Section 2(s) of the ID Act. On the other hand, Learned Representative for the management argued that workman was performing managerial duties and does not fall within the definition of 'workman' as defined under Section 2(s) of the ID Act. Once the workman does not fall within the definition of 'workman', then completion of continuous service of 240 days in 12 calendar months preceding termination is irrelevant. Besides, the workman was transferred to Odisha Office vide transfer order dated 07.09.2021, which was duly communicated to the workman and subsequently reminders dated 18.10.2021 and 28.10.2021 were issued, but the workman failed to join duty at the Odisha Office. No response to any of the management's correspondence was received from the workman except letter dated 24.10.2021. Ultimately, services of the workman were dispensed with w.e.f. 23.12.2021.

24. It is own case of the workman that from 06.10.2021 to 13.11.2021 he remained under medical treatment from ESI hospital and on 18.11.2021 he undergone Laster Fistula Surgery from Amcare Hospital, Zirakpur where he was admitted on 17.11.2021 and discharged on 20.11.2021. The workman's plea that in the first week of October 2021, he had completed symptoms of COVID-10, finds no support from medical record of ESI Hospital Exhibit 'W3/1' to Exhibit 'W3/13'. None of these documents show that workman ever had symptoms of COVID-19 or even detected COVID-19 positive. As per the medical record Exhibit 'W3/1' to Exhibit 'W3/13' of ESI Hospital. The workman had suffered from fever due to viral infection and liver infection. AW1/workman when put to cross-examination stated that he was suffering from fever and some internal problem due to which he was facing difficulty in walk and getting up from bed. The aforesaid health issue continued up to December, 2021. AW1 further stated that he had only symptoms of COVID-19, however he was not detected COVID-19 positive. So far as workman's plea that he undergone surgery for Fistula from Amcare Hospital, Zirakpur, is concerned, documents Exhibit 'AW2/1' and Exhibit 'AW2/2' would show that the workman was admitted in Amcare Hospital on 17.11.2021 at 04:01 A.M. and was discharged on 20.11.2021 at 11:35 A.M. On 18.11.2021 workman undergone laser Fistula Surgery. As per the discharge summary, at the time of discharge from the hospital patient was stable and he was advised follow up after 3 days in OPD / SOS.

25. To my opinion, if the workman had been undergoing medical treatment w.e.f. 13.11.2021 to 18.11.2021, then he was required to apply medical leave to the management, supported with medical report. The plea taken by the workman that he regularly updated and informed the management about his health does not stand proved. The workman did not place on record any document showing communication from workman to the management regarding his ill-health and medical treatment. It is neither pleaded nor proved that workman applied medical leave to the management. The e-mail dated 06.1.2021, 30.12.2021, 07.02.2021, 04.12.2021, 12.01.2022 and 07.02.2022 (Exhibit 'W5') is of period subsequent to the period of his absence from duty on account of sickness and medical treatment. Period of absence from duty without applying for medical leave and without sanctioned leave amounts to un-authorised absence from duty. On the other hand, the management has proved that vide transfer order dated 08.09.2021, the workman was transferred to Sambalpur BPL Odisha plant of management with direction to join duty in 10 days of the notice i.e. on or before 21.10.2021. On workman's failure to join duty at Sambalpur (Odisha), the management issued reminder dated 18.10.2021 /

Exhibit 'M2' (through email), 28.10.2021 / Exhibit 'M3' (through registered post), 29.11.2021 / Exhibit 'M4' (through registered post) requiring the workman to report on duty at Sambalpur Odisha, but the workman failed to obey the transfer order and reminders and did not join his duty at Sambalpur, Odisha. In cross-examination workman / AW1 stated that he did not receive any order of the management through e-mail is of no help to the workman because it is own case of the workman in para 5 of claim statement and para 5 of his affidavit Exhibit 'AW1/A' wherein the workman pleaded / deposed that meanwhile the management was continuously issuing transfer letter to the workman to reach BPSL, Odisha plant but the workman due to his ill-health was not in a position to travel to Odisha. The aforesaid plea lead to the inference that workman has admitted the receipt of communication and reminder of transfer from the management. Above all workman / AW1 in his cross-examination stated that he had received transfer order on 09.09.2021. He was called in the office of management where head of HR Department served transfer order to him. Once the workman was on un-authorized leave, the management must have taken some sort of disciplinary action against him. In the present case, the management before dispensing with services of the workman w.e.f. 23.12.2021, had issued show cause notice dated 09.12.2021 to the workman seeking to explain his position within 7 days for non-compliance and disobedience of orders dated 07.09.2021, 18.10.2021, 28.10.2021, in writing or through personal appearance, in case no reply is received or he did not come for personal explanation, his services shall be terminated by the company. Management's plea that workman failed to respond to the show cause notice stands proved. In cross-examination of workman / AW1 stated that he received show cause notice on 29.10.2021 and he filed reply on the same date on 29.10.2021 / Exhibit 'W3' would reveal that Exhibit 'W3' is reply dated 29.10.2021 to letter dated 28.10.2021 regarding transfer order, dispatched by the workman through registered post on 30.11.2021. The letter dated 26.10.2021 / Exhibit 'W3' bears subject i.e. reply to your letter dated 28.10.2021 regarding transfer order. The management's letter dated 28.10.2021 / Exhibit 'M3' is separate from the show cause notice. The show cause notice is of dated 09.12.2021 / Exhibit 'M5'. Therefore, the prior reply dated 29.10.2021 / Exhibit 'W3' cannot be assumed to be reply to show cause notice which is of subsequent date i.e. 09.12.2021. In this manner, it is proved that workman did not even bother to reply to the show cause notice dated 09.12.2021 / Exhibit 'M5'. Thus, workman is guilty of misconduct on account of un-authorized absence from duty. Moreover, the transfer dated 09.09.2021 is prior to workman's sickness. Workman / AW1 in his cross-examination stated that he had received the transfer order on 09.09.2021. He was called in the office of management where Head of the HR Department served the transfer order to him. He fell sick on 06.10.2021.

26. As far as the workman's nature of duties is concerned, vide appointment letter dated 01.02.2017 the workman was employed as Manager Production. Workman's plea that he had no managerial or administrative, supervisory duties to discharge stands falsified from his own cross-examination. Workman / AW1 when put to cross-examination stated that he had been working as Junior Engineer for about 9-10 years and thereafter he was promoted to the post of Manager. As a Manager, he was exercising supervisory functions, 5-6 workers were working under him. As a Manager, he was getting carry home salary of ₹ 41,000/- or ₹ 43,000/-.

27. In view of the aforesaid admission of workman, which is the best piece of evidence, the workman falls in exception to Section 2(s) of the ID Act and proved to have discharged the supervisory functions accompanied with his monthly salary about ₹ 43,000/-, the workman is not a 'workman' as defined under Section 2(s) of the ID Act.



28. In view of the discussion above, the workman is not entitled to seeking remedy under the ID Act and otherwise also workman is guilty of misconduct, having disobeyed the transfer order dated 09.09.2021 passed about a month prior to his sickness (workman fall sick on 06.10.2021) and also failed to respond to the show cause notice dated 09.12.2021 / Exhibit 'M5'. Thus, management's action of dispensing with the services of the workman w.e.f. 23.12.2021 is justified. Therefore, the full & final settlement amount of ₹ 28,122/- is proved to have been deposited in the workman's bank account as shown in bank entry dated 29.01.2022 / Exhibit 'M7'.

29. Accordingly, both these issues are proved against the workman and in favour of the management.

**Relief :**

30. In the view of foregoing finding on the issues above, this industrial dispute is declined. Appropriate Government be informed. File be consigned to the record room.

(Sd.) . . . ,

(JAGDEEP KAUR VIRK),

PRESIDING OFFICER,

Industrial Tribunal & Labour Court,

Union Territory, Chandigarh.

UID No. PB0152.

Dated : 15.01.2025

Secretary Labour,  
Chandigarh Administration.

**CHANGE OF NAME**

I, Mursleen Son of Abdul Salim Resident of House No. 4770/1, Sector 38 West, Chandigarh, have changed my name from Mursleen to Mohammad Murslim.

[360-1]

I, Ricky Jain S/o Vinod Kumar Jain R/o 1825, Sector 22-B, Chandigarh, have changed my name to Riicky Jain.

[361-1]

I, Shipra Jain W/o Riicky Jain R/o 1825, Sector 22-B, Chandigarh, have changed my name to Sshipra R Jain.

[362-1]

I, Riicky Jain S/o Vinod Kumar Jain R/o 1825, Sector 22-B, Chandigarh, have changed the name of my minor daughter from Drishti Jain to Drisshti R Jain.

[363-1]

I, Sharda Devi W/o Sushil Kumar # 5-A, Police Colony, Sector 34-D, Chandigarh, have changed my name to Sharda Sharma.

[364-1]

I, Satpal Singh Mehra S/o Sh. Kundan Lal Resident of House No. 2620, Sector 20-C, Chandigarh, have changed my name from Satpal Singh Mehra to Satpal Singh.

[365-1]

I, Shagupta Parveen W/o Sh. Jalaluddin, R/o # 701/32, Bapu Dham, Sector-26, Chandigarh. That I have changed my name from Shagupta Parveen to Shagufta Parveen.

[366-1]

I, Vijay Kayasth S/o Late Shri Krishan Lal, R/o # 238, Sector 20-A, Chandigarh, have changed my minor son name from Viraaj Kumar to Viraaj Kumar Kayastha.

[367-1]

I, Ikram Deen S/o Sh. Imam Baksh, R/o # 118, Phase-2, Bapu Dham Colony, Sector-26, Chandigarh. That I have changed my name from Ikram Deen to Ikramud Deen.

[368-1]

I, Dharamvir S/o Suresh Kumar # 4966, Sector 38 West, Chandigarh, have changed my minor daughter name from Mahi to Pari.

[369-1]

I, Mohammad Hoshildhar S/o Mohammad Banka R/o 634, Near New Government High School, Sector 52, Kajheri, Chandigarh, have changed my name to Mohammad Hoshildar.

[370-1]

I, Aftab Ahmad S/o Sabir Huussain # 554, Charan Singh Colony, Mauli Jagran, Chandigarh, is hereby declare that my name written as aftab Ahmed is on Aadhaar card which may be correctly written as Aftab Ahmad and my father's name is Sabir huussain and Sabir husain is one and the same person.

[371-1]

मैं, समाबानो पत्नी मोहम्मद सलमान निवासी # 3511, मलोया कॉलोनी, चंडीगढ़, ने अपना नाम बदलकर समा बानो रख लिया है।

[372-1]

मैं, पूर्णमासी पुत्र राम प्रीत निवासी # 2541/1, सेक्टर 49-सी, चंडीगढ़, मैंने अपना नाम पूर्णमासी से बदलकर पुन्ना सिंह रख लिया है।

[373-1]

I, RamAvtar Son of Sh. Kishori Lal Resident of House No. 27/2, Village Khudda Lahora, Chandigarh, have changed my minor son name from Bhavish to Bhavishya Vishwakarma.

[374-1]

I, Jaspreet W/o Gurpreet Singh, R/o # 3038, Sector 19-D, Chandigarh, have changed my name from Jaspreet to Jaspreet Bath.

[375-1]

I, Rajni D/o Ganga Prasad W/o Raman Kumar # 1443, Morigate, Manimajra, Chandigarh, have changed the name of my minor son from Mayank Veer Singh to Manveer Kumar.

[376-1]

*"No legal responsibility is accepted for the contents of publication of advertisements/public notices in this part of the Chandigarh Administration Gazette. Persons notifying the advertisements/public notices will remain solely responsible for the legal consequences and also for any other misrepresentation etc."*